foreign countries, and any effect given to such judgments is given through comity. Undoubtedly the conclusion reached by the court in the principal case was correct, but there is some doubt as to the soundness of the reason given for this decision. It would seem that effect should be given to foreign judgments by the courts of this country on principles of right and justice rather than on account of the mere fact that the courts of the countries rendering the judgments give a similar effect to the judgments of the courts of this country. Dissenting opinion of Mr. Chief Justice FULLER in *Hilton* v. *Guyot,* 159 U. S. 113, 16 Sup. Ct. 139, 40 L. Ed. 95. A judgment of a court, even though of a foreign country, which had jurisdiction of the parties and subject matter of the suit, rendered without fraud or imposition, should be conclusive on the matters adjudicated, in courts of other countries where the judgment is called in question, for the simple reason that it is the final determination of a competent court. Reciprocity on the part of the courts of the country where the judgment was rendered should not be required. There are many decisions by the courts of this country following the reciprocity doctrine, but a tendency now seems to be manifesting itself in favor of the doctrine contended for in the dissenting opinion in *Hilton* v. *Guyot,* supra; *Coveney* v. *Phiscator,* 93 N. W. 619, 9 Detroit Leg. N. 603; *MacDonald* v. *Grand Trunk Ry. Co.,* 71 N. H. 448, 52 Atl. 982; FREEMAN, JUDGMENTS, Ed. 4, § 597. See also 30 CENT. DIG., *Judgment,* §§ 1519, 1521.

JUDGMENT—POWER OF COURT TO ABATE AFTER TERM.—A railroad official was indicted for giving rebates in violation of the "Elkins Act," was found guilty, and fined $6,000; judgment was docketed at once. After final adjournment of the term at which this judgment was rendered the defendant died, and upon application of his executrix the trial court entered an order declaring the judgment to have abated and to be no longer of any validity. The United States applied to the Circuit Court of Appeals to review this order. *Held,* that the trial court had no control over the judgment after the term at which it was rendered, and hence had no authority to make the order abating the judgment (WARD, C.J., dissenting). *United States* v. *New York Cent. & H. R. R. Co. et al.* (1908), — C. C. A., 2nd Cir. —, 164 Fed. 324.

The general rule undoubtedly is that after the expiration of the term at which a judgment is rendered, the trial court has no longer any control over such judgment. BLACK, JUDGMENTS, Ed. 2, § 306; FREEMAN, JUDGMENTS, Ed. 4, § 96. This rule is said in *Bronsen* v. *Schulten,* 104 U. S. 410, 26 L. Ed. 797, to be in force in the federal courts, and this doctrine is further sustained by *Klever et al.* v. *Seawall et al.,* 12 C. C. A. 653, 65 Fed. 373; *Austin* v. *Riley* (C. C.), 55 Fed. 833; *Allen* v. *Wilson* (C. C.), 21 Fed. 881. The prevailing opinion in the principal case follows the general rule.

LIBEL AND SLANDER—RIGHT OF NEWSPAPER TO ATTACK CANDIDATE—PRIVILEGE.—Plaintiff held the office of attorney general of the state and was a candidate for re-election. Defendant was the owner and publisher of a newspaper in the same state. The latter printed in his paper, on a certain

date, an article purporting to state facts relating to the plaintiff's official conduct. In an action for the alleged libel, *held,* that if the defendant honestly believed the facts to be true, and published them in good faith for the purpose of aiding the voters of the state to cast their ballots more intelligently, the article was privileged, even though the facts therein were not actually true. *Coleman* v. *MacLennan* (1908), — Kan. —, 98 Pac. 281.

By weight of authority neither the public press nor private individuals can discuss the conduct or character of public officers, or of candidates, without incurring liability for defamatory utterances which are false. 18 Cyc. 1042, 3 Am. & Eng. Ann. Cas. 649; *Hallam* v. *Post Pub. Co.,* 59 Fed. 530; *Rearick* v. *Wilcox,* 81 Ill. 77; *Coffin* v. *Brown,* 94 Md. 190; *Root* v. *King,* 7 Cow. (N. Y.) 613; *Post Pub. Co.* v. *Moloney,* 50 Ohio St. 71; *Com.* v. *Clap,* 4 Mass. 163; *Smurthwaite* v. *News Pub. Co.,* 124 Mich. 377, 83 N. W. 116; *Upton* v. *Hume,* 24 Ore. 420; *Express Printing Co.* v. *Copeland,* 64 Tex. 354; *Sweeney* v. *Baker,* 13 W. Va. 158. The decision in the principal case is based upon the theory that the majority rule as laid down in these cases is too narrow, and that its application necessitates an abridgement of the constitutional right of free speech, leaving "no greater freedom for the discussion of matters of the gravest public concern than it does for the discussion of the character of a private individual." This view has obtained the sanction of a minority of the courts: Maine, Minnesota, South Dakota, North Carolina, Iowa, Pennsylvania and New Hampshire being among the jurisdictions in which it has been so held. *Branford* v. *Clark,* 90 Me. 298; *Ramsey* v. *Cheek,* 109 N. Car. 270; *Bays* v. *Hunt,* 60 Ia. 251; *Palmer* v. *Concord,* 48 N. H. 211; *Myers* v. *Longstaff,* 14 S. D. 98; *Marks* v. *Baker,* 28 Minn. 162.

Lotteries—What Constitutes—Sale of Chances.—Defendant and his partner were tailors. In connection with their business they established a suit club which numbered 52. Each member paid one dollar per week for 26 weeks to become a member. On Saturday night of each week there was a drawing of numbers from a bag, and the lucky member drew a suit of clothes. Thereafter he could remain in and pay his one dollar per week or withdraw and a new member was obtained. After 26 drawings and when a member had paid in $26.00 he was entitled to a suit of clothes if he had not been successful at a drawing. *Held,* that defendants were guilty of conducting a lottery and had violated both the letter and spirit of the lottery statutes. *Grant et al.* v. *State* (1908), — Tex. Cr. App. —, 112 S. W. 1068.

The facts in this case disclose an ingenious scheme by which the defendants intended to increase their tailoring business. They swore that each suit given away was worth $26.00, and according to the scheme every member would have a suit at the end of 26 weeks. The Texas court, however, followed the case of *Randle* v. *State,* 42 Tex. 580, and defined a lottery as "any drawing where money or property is offered as prizes to be distributed by chance, according to a specified scheme or plan and a ticket or tickets sold, which entitle the holder to money or property and which is dependent upon chance." Under this definition the court held the club to be a lottery both